

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

TQ DELTA, LLC., (CAUSE NO. 2:21-CV-310-JRG
(Lead Case)
Plaintiff, (
)
vs. (
)
COMMSCOPE HOLDING COMPANY, (
INC., et al.,)
(
Defendants.)

TQ DELTA, LLC., (CAUSE NO. 2:21-CV-309-JRG
(Member Case)
Plaintiff, (
)
vs. (
)
NOKIA OF AMERICA CORPORATION, (
et al.,) MARSHALL, TEXAS
(JUNE 1, 2022
Defendants.) 9:00 A.M.

MARKMAN HEARING

BEFORE THE HONORABLE RODNEY GILSTRAP
UNITED STATES CHIEF DISTRICT JUDGE

SHAWN McROBERTS, RMR, CRR
100 E. HOUSTON STREET
MARSHALL, TEXAS 75670
(903) 923-8546
shawn_mcroberts@txed.uscourts.gov

A P P E A R A N C E S

FOR THE PLAINTIFF: DAVIS FIRM, P.C.
213 N. FREDONIA ST., SUITE 230
LONGVIEW, TEXAS 75601
(903) 230-9090
BY: MR. RUDOLPH FINK
MR. CHRISTIAN HURT
MR. WILLIAM DAVIS

McANDREWS HELD & MALLOY, LTD
500 W. MADISON ST., 34TH FLOOR
CHICAGO, ILLINOIS 60661
(312) 775-8000
BY: MR. PETER McANDREWS

FOR THE DEFENDANT: GOODWIN PROCTOR, LLP - BOSTON
(CommScope) 100 NORTHERN AVENUE
BOSTON, MASSACHUSETTS 02210
(617) 570-1209
BY: MR. DOUGLAS KLINE

GOODWIN PROCTER, LLP -
MENLO PARK
135 COMMONWEATH DRIVE
MENLO PARK, CALIFORNIA 94025
(650) 752-3100
BY: MR. ANDREW ONG

FINDLAY CRAFT, PC
102 N. COLLEGE AVE., SUITE 900
TYLER, TEXAS 75702
(903) 534-1100
BY: MR. ERIC FINDLAY

FOR THE DEFENDANT: ALSTON & BIRD, LLP-NC
(Nokia) 101 SOUTH TRYON STREET
SUITE 4000
CHARLOTTE, NC 28280
(704) 444-1025
BY: MR. MATTHEW STEVENS
MS. KARLEE WROBLEWSKI
MR. NICHOLAS MARAIS
MR. KIRK BRADLEY

1 FOR THE DEFENDANT:
2 (Nokia)

ALSTON & BIRD, LLP - ATLANTA
ONE ATLANTIC CENTER
1201 WEST PEACHTREE STREET NW
#4900
ATLANTA, GEORGIA 30309-3424
(404) 881-7000
BY: MR. JOHN HAYNES
MS. KATHRERINE DONALD

ALSTON & BIRD, LLP - DALLAS
2200 ROSS AVE., SUITE 2300
DALLAS, TEXAS 75201
(214) 922-3453
BY: MR. ADAM AHNHUT

8 OFFICIAL REPORTER:

SHAWN M. McROBERTS, RMR, CRR
100 E. HOUSTON STREET
MARSHALL, TEXAS 75670
(903) 923-8546

1 different limitations, so the first limitation being, "Each
2 bit in the diagnostic message is mapped to at least one DMT
3 symbol and DMT symbols that are mapped to one bit of the
4 diagnostic message."

5 And it's clear that based on these differing language --
6 based on this differing language, it can't be the case that
7 one construction solves all of the ambiguity that exists
8 within the claim, and this differing language, in fact, raises
9 different questions as to what is required by each of these
10 limitations.

11 THE COURT: Well, if that's the case, and I don't
12 necessarily disagree with you that it is, why did Defendants
13 opt to stop with your indefiniteness argument and not go
14 forward and say, And, alternatively, if the Court finds that
15 this is not indefinite, what the Plaintiff has proposed here
16 doesn't fit there and what he's proposed there doesn't fit
17 here. You didn't give me any of that. You didn't go beyond
18 just simply saying it's indefiniteness, end of story, and now
19 you're arguing somewhat what you failed to brief, and I'm
20 curious as to why.

21 MS. WROBLEWSKI: Respectfully, I do believe that we
22 -- I do believe that our brief included at least the basis for
23 these arguments. But, you know, to your point, if the Court
24 is not inclined to go with an indefiniteness position, simply
25 adopting, you know, the plain and ordinary meaning of these

1 terms I think would be acceptable. Ultimately, these terms
2 cannot be satisfied by the same construction that has been set
3 forth by TQ Delta, and --

4 THE COURT: Tell me in -- to carry this discussion a
5 little further, then, tell me what your view is of what the
6 plain and ordinary meaning should be of this claim language.

7 MS. WROBLEWSKI: Truly, Your Honor, because of the
8 lack of specificity of these terms, I think that what we would
9 be left with is just the language of the claim as is and that
10 no additional construction would be necessary and would be a
11 factual issue we would have to deal with down the road.

12 THE COURT: Well, let me just be real candid with
13 you, counsel. I don't want to leave the door open to a
14 late-breaking, end-of-the-process, most inconvenient possible
15 raising of an 02 Micro issue. So if you've got what the plain
16 and ordinary meaning ought to be, tell me it is now, or tell
17 me the claim language suffices without any further
18 construction. Don't be silent here and then down the road as
19 we're picking the jury say, Oh, for the first time it's just
20 dawned on me you have to construe what the plain and ordinary
21 meaning is. So that's what I'm trying to foreclose here, to
22 be candid with you.

23 MS. WROBLEWSKI: Understood, Your Honor.

24 And to the extent the Court is not inclined to agree with
25 our indefiniteness, we would submit that the plain language of

1 the claim here would be the plain and ordinary meaning.

2 THE COURT: All right. Anything further?

3 MS. WROBLEWSKI: No, Your Honor.

4 THE COURT: Okay. Thank you, counsel.

5 All right. Let's move on to this fourth category, 'array
6 representing frequency domain received idle channel noise
7 information'.

8 Let me hear from the Plaintiff on this.

9 MR. DAVIS: Thank you, Your Honor. Bo Davis again
10 for the Plaintiff.

11 THE COURT: This is one of those cases where we have
12 a prior construction from Delaware, is it not?

13 MR. DAVIS: It is, Your Honor. We have a Delaware
14 construction. We have proposed the Delaware construction, and
15 essentially the Defendants have proposed the Delaware
16 construction up to a point. The language that I --

17 THE COURT: On the 'received channel' seems to be
18 where it deviates.

19 MR. DAVIS: Yes, Your Honor. They have omitted that
20 language from their construction.

21 And the Delaware court addressed this thoroughly and
22 recognized that we're not talking about a complete absence of
23 any transmission signal. Transmission signals, as the
24 specification says, are a source of the noise that we're
25 trying to address. And so when we're talking about -- I mean,

1 I HEREBY CERTIFY THAT THE FOREGOING IS A
2 CORRECT TRANSCRIPT FROM THE RECORD OF
3 PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.
4 I FURTHER CERTIFY THAT THE TRANSCRIPT FEES
5 FORMAT COMPLY WITH THOSE PRESCRIBED BY THE
6 COURT AND THE JUDICIAL CONFERENCE OF THE
7 UNITED STATES.

8
9 S/Shawn McRoberts

06/14/2022

10 _____DATE_____
11 SHAWN McROBERTS, RMR, CRR
12 FEDERAL OFFICIAL COURT REPORTER
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Shawn M. McRoberts, RMR, CRR
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